

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
BATON ROUGE, LOUISIANA**

**COOPERATIVE AGREEMENT INFORMATION SHEET
FOR
FURNISHING PAVEMENT MARKER ADHESIVE**

Contractor: **PATHMARK TRAFFIC PRODUCTS**
P O BOX 1066
SAN MARCOS, TX 78667
(800) 547-0874

Date Bid Opened: MARCH 14, 2006
Date Awarded: MARCH 27, 2006
Purchase Order
Contract Award No.: 176393
Contract Period: APRIL 1, 2006 –
MARCH 31, 2007

Vendor Number Is: 7426170795

Cooperative Agreement Contract
YES: XXXXX NO:

Delivery Points: FOR DOTD:
TRAFFIC OPERATIONS
7686 TOM DRIVE
BATON ROUGE LA 70806

Terms: NET 30

FOR OTHER PUBLIC ENTITIES:
STATEWIDE

Delivery: 7 – 10 DAYS

F.O.B. DESTINATION

<u>DOTD STOCK NUMBER</u>	<u>DESCRIPTION</u>	<u>BRAND</u>	<u>UNIT PRICE PER POUND</u>
32-31-3800	MARKER PAVEMENT ADHESIVE, BITUMINOUS, APPROX. 60 LB./BOX, 2000 LA. STD. SPECIFICATIONS FOR ROADS & BRIDGES, SECTION 1015.09(C) (2), PAGE 822	EAGLE ASPHALT	.36

FROM : PATHMARK TRAFFIC PRODUCTS

FAX NO. : 512 392 2092
fax:Jun. 30 2006 03:17PM P1
Jun 30 2006 02:08pm P002/003KATHLEEN BABINEAUX BLANCO
GOVERNORSTATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
P.O. Box 94245
Baton Rouge, Louisiana 70804-9245

(225) 379-1444 Fax: (225) 379-1862

June 30, 2006

JOHNNY B. BRADBERRY
SECRETARYPathmark Traffic Products
Attention: Jose Perez
P.O. Box 1066
San Marcos, TX 78667SUBJECT: Contract No. 198377
For Furnishing Pavement Marker Adhesive

Gentlemen:

The Department of Transportation and Development is now establishing contracts with a cooperative agreement clause which, if the vendor is agreeable, allows other state agencies and public entities to "piggy back" off our contracts. We have also received a legal opinion that a cooperative agreement clause can be added to current contracts since it does not change any of the terms and conditions of the current contract.

Please review the attached addendum and signify your decision to accept or to reject the attached cooperative agreement clause by signing below and returning this letter to the Department of Transportation and Development by July 10, 2006. Your decision to accept or reject this addendum will have no effect on your contract with the Department. Awards will continue to be made to the lowest bidder meeting specifications and a decision to reject the cooperative agreement clause will have no bearing on the contract award.

If you have any questions concerning the above or wish to discuss further, please contact Pam Parker at (225) 379-1441.

Very truly yours,

Dana D. Watlington
DOTD PROCUREMENT DIRECTOR

I hereby accept the option to add the cooperative agreement clause to the contract referenced above.

Pathmark Traffic Products

BY: Jeresa Liles 6/30/06

I hereby reject the option to add the cooperative agreement clause to the contract referenced above

Pathmark Traffic Products

BY: _____

COOPERATIVE PURCHASE AGREEMENT

State Agencies, Political Subdivisions of the State and Quasi State Agencies may be permitted to purchase from contracts made by the Department of Transportation and Development's Procurement Section.

The Bidder may, at his option, amend this bid so that any contract awarded will apply to other State agencies, Political Subdivisions or Quasi Agencies.

Bidder hereby amends his bid so that any contract awarded will apply to other State Agencies, Quasi State Agencies or other Political Subdivisions of the State.

Yes ☒ No ☐

Failure to mark "no" on the above will constitute acceptance of this cooperative purchase agreement to other State Agencies, Political Subdivisions of the State and Quasi State Agencies.

ORDERS: Other State Agencies are to issue contract release orders/purchase orders for the items required, as and when needed.

Political subdivisions of the State and Quasi Agencies who have been authorized by the Office of State Purchasing to purchase from contracts made by the Department of Transportation and Development are to issue their regular purchase orders directly to the Contractor, making reference to the Contract Number, Item Number (if applicable) and Contract Expiration Date.

CONTRACT ADMINISTRATION: The Department of Transportation and Development will not monitor, administer or resolve any discrepancies, controversies, invoicing or payments related to this contract on orders placed by other State Agencies, Political Subdivisions or Quasi Agencies.

Controversies between the Department of Transportation and Development and a Contractor will be resolved by the DOTD Procurement Director.

Controversies between other State Agencies and a Contractor will be resolved by the Director of State Purchasing in accordance with R.S. 39:1673.

It will be the responsibility of the ordering entity to correspond directly with the Contractor.

DELIVERY: Vendors accepting the Cooperative Purchase Agreement understand and agree that deliveries to other State Agencies, Political Subdivisions or Quasi Agencies will be on a statewide basis.